

# TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

January 2017

## 1. DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply:

“Assignment” – means the period during which the Temporary Worker is supplied to render services to the Client.

“AWR” – means the Agency Workers Regulations 2010.

“Client” – means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by s.1159 of the Companies Act 2006.

“Confidential Information” – means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs, in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Temporary Worker.

“Employment Business” – means Carlisle Staffing plc trading as Guidant Group with a registered office at 800 The Boulevard, Capability Green, Luton, Beds LU1 3BA.

“Relevant Period” – means the longer period of either 14 weeks from the first day on which the Temporary Worker worked for the Client or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.

“Qualifying Period” – means 12 continuous calendar weeks during the whole or part of which the Temporary Worker is supplied by one or more temporary work agencies to the relevant Client in the same role, and as further defined in Regulation 7 of AWR.

“Temporary Worker” – means the person identified as such at the end of these Terms.

“Terms” / “Terms of Engagement” – means this agreement.

“WTR” – means the Working Time Regulations 1998.

1.2 References to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

## 2. CONTRACT

2.1 These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from the Temporary Worker's remuneration in accordance with Clause 4.1.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Temporary Worker and set out in writing and a copy of the varied terms given to the Temporary Worker stating the date on or after which such varied terms shall apply.

## 3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a:

Arena Consultant PM\_\_\_\_\_

The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: (a) that the suitability of work to be offered shall be determined solely by the Employment Business; (b) that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category; and (c) that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker: (a) of the identity of the Client, and if applicable the nature of their business; (b) the date the work is to commence and the duration or likely duration of the work; (c) the type of work, location and hours during which the Temporary Worker would be required to work; (d) the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and (e) any risks to health and safety known to the Client and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.

3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous 5 business days and such information has already been given to the Temporary Worker.

3.5 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.

3.6 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

Terms of Engagement – for Temporary Workers QA_0117_V2.0_Guidant TOE-Temp	Date January 2017	Version 2.0	Page 1 of 5
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# TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

January 2017

3.7 If the Temporary Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and any time at the Employment Business' request, the Temporary Worker undertakes to: (a) inform the Employment Business of any weeks prior to the date of the relevant Assignment in which the Temporary Worker has worked in the same or similar role with the relevant Client via any third party and which the Temporary Worker believes count or may count toward the Qualifying Period: (b) provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and (c) inform the Employment Business if he has prior to the date of the commencement of the relevant Assignment and/or during the relevant Assignment: (i) completed 2 or more assignments with the Client; (ii) completed at least 1 assignment with the Client and 1 or more earlier assignments with any member of the Client's group; and/or (iii) worked in more than 2 roles during an assignment with the Client and on at least 2 occasions worked in a role that was not the same role as the previous role.

3.8 If the Temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Temporary Worker is entitled to any terms and conditions relating to pay, bonus, holiday, duration of working time, night work, rest periods and/or rest breaks under Regulation 6 of AWR any such terms and conditions will be set out in the Assignment confirmation or any variation to the same. The Temporary Worker shall comply with the requirements of the Employment Business and/or the Client relating to the assessment of the Temporary Worker's performance for the purpose of determining whether or not the Temporary Worker is entitled to bonus and the amount of such bonus.

3.9 If the Temporary Worker considers that he has not or may not have received equal treatment under AWR the Temporary Worker will raise this in writing with the Employment Business setting out as fully as possible the basis of the concern.

## 4. REMUNERATION

4.1 The Employment Business shall pay the Temporary Worker remuneration calculated at a minimum rate of:

£875.87 \_\_ per day

being the minimum rate of remuneration that the Employment Business reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears subject to deductions in respect of PAYE pursuant to Section 44-47 of the Income Tax (Earnings and Pensions) Act 2003 (or as amended or superseded) and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.

4.2 Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive any payment from the Employment Business or Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

## 5. STATUTORY LEAVE

5.1 For the purposes of calculating entitlement to paid annual leave pursuant to WTR under this clause, the leave year commences on 1 January in each year and ends of 31 December.

5.2 Under the WTR the Temporary Worker is entitled to 28 days' paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried over to the next year. Under AWR, on completion of the Qualifying Period the Temporary Worker may be entitled to paid and/or unpaid annual leave in addition to the Temporary Worker's entitlement to paid annual leave under WTR. If this is the case, any such entitlement(s) and the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be set out in the Assignment confirmation or any variation to the same.

5.3 Where a Temporary Worker wishes to take paid leave during the course of an Assignment he should notify the Employment Business of the dates of his intended absence giving notice of at least twice the length of the period of leave that he wishes to take. In certain circumstances the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that has been requested.

5.4 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Temporary Worker has worked on Assignment. Payments for annual leave will be calculated on the basis of the rates paid during the Client's normal working hours, i.e. those which do not attract overtime rates of pay.

5.5 In the course of any Assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.

5.6 Where a Bank Holiday or other public holiday falls during an Assignment the Employment Business may at its discretion request the Temporary Worker upon giving 1 weeks' notice to take a Bank holiday or other public holiday as part of his paid annual leave entitlement.

5.7 The Temporary Worker shall not be entitled to a payment in lieu of any untaken leave.

5.8 None of the provisions of this clause regarding statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

## 6. SICKNESS ABSENCE

6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that he meets the relevant statutory criteria.

6.2 For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.

Terms of Engagement – for Temporary Workers QA_0117_V2.0_Guidant TOE-Temp	Date January 2017	Version 2.0	Page 2 of 5
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# TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

January 2017

## 7. TIME SHEETS

- 7.1 At the end of each week of an Assignment (or at the end of an Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.
- 7.2 Subject to Clause 7.3 the Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 7.3 Where the Temporary Worker fails to submit a properly authorised time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a time sheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.
- 7.4 For the avoidance of doubt and for the purposes of WTR, the Temporary Worker's working time shall only consist of those periods during which he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rests breaks shall not count as part of the Temporary Worker's working time for these purposes.

## 8. CONDUCT OF ASSIGNMENTS

- 8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every Assignment and afterwards where appropriate, he will: (a) co-operate with the Client's reasonable instructions and accept the direction, supervision, and control of any responsible person in the Client's organisation; (b) observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably expect to ascertain; (c) take all reasonable steps to safeguard his own health and safety and that of any other person who may be present or be affected by his actions on the Assignment and comply with the Health and Safety policies and procedures of the Client; (d) not to engage in any conduct detrimental to the interests of the Client or the Employment Business; (e) not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances; (f) not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Client's staff; and (g) on completion of the Assignment or at any time when requested by the Client or the Employment Business, return to the Client or where appropriate, to the Employment Business, any Client property or items provided to the Temporary Worker in connection with or for the purposes of the Assignment, including but not limited to, any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 8.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment he should inform the Client and/or the Employment Business within 1 hour of the commencement of the Assignment or shift.
- 8.3 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he or she may not be suitable for an Assignment, he shall notify the Employment Business without delay.
- 8.4 The Temporary Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him for the Client during the Assignment shall belong to the Client. Accordingly the Temporary Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

## 9. TERMINATION

- 9.1 The Employment Business or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.
- 9.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability, save where a notice period has been agreed for the Assignment.
- 9.3 If the Temporary Worker does not inform the Client or the Employment Business (in accordance with Clause 8.2) should they be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Temporary Worker in accordance with Clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him for complying with Clause 8.2.
- 9.4 If the Temporary Worker is absent during the course of an Assignment and the contract has not otherwise been terminated under Clause 9.1, 9.2 and or 9.3, above the Employment Business will be entitled to terminate the contract in accordance with Clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.
- 9.5 If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period of 3 weeks, the Employment Business will forward his P45 to his last known address.
- 9.6 Where this contract is terminated by either party a P45 will be issued to the Temporary Worker.

## 10. CONFIDENTIALITY

In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Temporary Worker agrees as follows: (a) not at any time, whether during or after an Assignment (unless expressly authorised to by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make any use of any of the trade secrets or the Confidential Information of the Client or the Employment Business with the exception of information already in the public domain; (b) to deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by him during the course of the Assignment; and (c) not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

## 11. YOUR INFORMATION

- 11.1 By signing these Terms the Temporary Worker is consenting to the Employment Business holding data and processing data under the rules of the Data Protection Act 998. The name of the data register is available on request.

Terms of Engagement – for Temporary Workers QA_0117_V2.0_Guidant TOE- Temp	Date January 2017	Version 2.0	Page 3 of 5
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# TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

January 2017

11.2 The Temporary Worker also acknowledges that personal data may be forwarded to other persons (as required) for the purpose of conducting checks and referencing, to find the Temporary Worker suitable assignments and for any other lawful purpose.

11.3 By signing these Terms, the Temporary Worker acknowledges that, without his consent to process his personal data in this manner the Employment Business is unable to search for suitable assignments. The Temporary Worker also agrees that the Employment Business or any of its group companies (being those within Impellam Group plc) may contact the Temporary Worker by telephone, fax, SMS/text messaging or any other appropriate form of communication with details of temporary work and/or employment opportunities for the purposes set out above.

## 12. TEMPORARY WORKER'S BENEFITS

The Company operates pension schemes for its workers. You may be entitled to become a member of one of the scheme. Depending on your circumstances enrolment as a member may be automatic. For avoidance of doubt this does not mean you become an employee or are being treated an employee of the Employment Business.

## 13. LAW

These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

### I HAVE READ AND UNDERSTOOD THE TERMS ABOVE AND AGREE TO ABIDE BY THEM.

Signed by the Temporary Worker:.....

Print Full Name:

Date:

Home Address:

Contact Tele #:

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The EC Working Time Directive which came into effect on 1 October 1998 limits the average working week to 48 hours averaged over a period of 17 weeks. The regulations allow you to work in excess of the limit by agreement with your employer or agency. If you wish to exercise this right please sign below. This agreement will not affect your entitlement to paid annual leave.

### OPT OUT AGREEMENT FOR TEMPORARY WORKERS

I hereby confirm my agreement to waive the restriction on the 48 hour average working week as set out in the Working Time Regulations 1998. I understand that this agreement can be terminated by me giving not less than 3 months' written notice to the Employment Business

Signed by the Temporary Worker:.....

Print Full Name:

Date:

# TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

January 2017

## ASSIGNMENT CONFIRMATION

Where the details of the Assignment have not be confirmed in an alternate format, the details of the Assignment are as specified below:

**Client:** Bristol City Council .....

**Role:** Arena Consultant PM .....

**Location:** Bristol .....

**Pay Rate:** ££875.87 per day

**Start Date of Assignment:** Monday 26<sup>th</sup> March 2018 .....

**Expected End Date of Assignment** (if known): Ongoing .....

**Any other relevant info:** .....